

13 NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**OIL AND GAS LEASE**

(Vertex/Southeast Fort Worth-No Surface Use)

This Oil and Gas Lease (this "Lease") is made on this 2<sup>nd</sup> day of June, 2008, between **VERTEX ASSET PARTNERS, L.P.** (hereafter called "Lessor"), whose address is 3715 Camp Bowie Boulevard, Fort Worth, Texas 76107 and **DALE PROPERTY SERVICES, LLC** (hereafter called "Lessee"), whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, Texas 75201.

1. **Grant.** In consideration of Ten Dollars and other consideration in hand paid, Lessor grants and leases exclusively unto Lessee the land described on Exhibit A attached hereto (the "Land") in Tarrant County, Texas, for the sole purpose of exploring for, drilling for, and producing oil and gas; provided, however, no use whatsoever may be made of the surface of the Land in exploring for, drilling for, or producing oil and gas.

2. **Primary Term.** Subject to the other provisions herein contained, this Lease is for a term of two (2) years from this date (called "Primary Term") and so long thereafter as oil or gas is produced from the Land or lands or leases pooled therewith in paying quantities.

3. **Minerals Covered.** This Lease covers only oil and gas. The term "oil and gas" means oil, gas, and other liquid and gaseous hydrocarbons produced through a well bore.

4. **Royalty.** (a) As royalties, Lessee agrees:

(1) To deliver free of cost to Lessor at the wells or to the credit of Lessor at the pipeline to which the wells may be connected,  $\frac{1}{4}$  (the "Royalty Fraction") of all oil and other liquid hydrocarbons produced and saved from the Land. At Lessor's option, which may be exercised from time to time, Lessee shall pay to Lessor the same part of the market value at the well of oil and other liquid hydrocarbons of like grade and gravity prevailing on the day the oil and other hydrocarbons are run from the lease in the general area in which the Land is located.

(2) To pay to Lessor:

(i) On gas produced from the Land and sold by Lessee or used off the Land and to which the following subparagraphs (ii) and (iii) do not apply, the Royalty Fraction of the market value at the point of sale, use, or other disposition.

(ii) On gas produced from the Land that is processed in a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the higher of the Royalty Fraction of the market value of the gas at the inlet to the processing plant, or the Royalty Fraction of the market value of all processed liquids saved from the gas at the plant plus the Royalty Fraction of the market value of all residue gas at the point of sale, use, or other disposition.

(iii) On gas produced from the Land that is processed in facilities other than a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the Royalty Fraction of the market value at the plant of all processed liquids credited to the account of Lessee and attributable to the gas plus the Royalty Fraction of the market value of all residue gas at the point of sale, use, or other disposition.

(b) The market value of gas will be determined at the specified location by reference to the gross heating value (measured in British thermal units) and quality of the gas. The market value used in the calculation of oil and gas royalty will never be less than or more than the total proceeds received by Lessee in connection with the sale, use, or other disposition the oil or gas produced or sold. For purposes of this paragraph, if Lessee receives from a purchaser of oil or gas any reimbursement for all or any part of severance or production taxes, or if Lessee realizes proceeds of production after deduction for any expense of production, gathering, dehydration, separation, compression, transportation, treatment, processing, storage, or marketing, then the reimbursement or the deductions will be added to the total proceeds received by Lessee, except as set forth in (d) below. However, in no event shall Lessor receive a price that is less than, or more than, the gross price received by Lessee from an unaffiliated third party.

(c) Except as permitted in (d) below, Lessor's royalty will never bear, either directly or indirectly, any part of the costs or expenses of production, separation, gathering, dehydration, compression, transportation, trucking, processing, treatment, storage, or marketing of the oil or gas produced from the Land or any part of the costs of construction, operation, or depreciation of any plant or other facilities or equipment used in the handling of oil or gas.

(d) If Lessee, or an affiliate of Lessee, compresses, transports, processes, or treats gas produced from the Land, Lessor's royalty shall not bear any of the costs associated therewith. If a third party, that is not an affiliate of Lessee, compresses, transports, processes or treats gas produced from the Land, Lessor's royalty will bear its proportionate share of costs and expenses associated therewith, but the price charged for compression, transportation, processing, and treatment shall not exceed the price that would be paid under similar circumstances in an arms-length transaction between unaffiliated parties. Furthermore, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they include only the actual cost of such enhancements charged by unaffiliated third parties.

(e) If gas produced from the Land is sold by Lessee pursuant to an arms-length contract with a purchaser that is not an affiliate of Lessee, and the contract provides for net proceeds to be paid to Lessee that equal or exceed the market value of the gas at the point of delivery to the purchaser, and for a term no longer than that which is usual and customary in the industry at the time the contract is made, then the market value of the gas sold pursuant to the contract shall be the total proceeds received by Lessee in the sale, subject to the provisions of paragraph 4(b) above.

(f) Lessor shall be paid the Royalty Fraction of all payments and other benefits made under any oil or gas sales contract or other arrangement, including take-or-pay payments and payments received in settlement of disputes; provided that if Lessor receives a take-or-pay payment or similar payment for gas that has not been produced, and if the gas is subsequently produced, Lessor will only receive its Royalty Fraction of any payments made for make-up gas taken pursuant to the take-or-pay provision or similar provision.

(g) Unless there is a reasonable title dispute or question as to title, Lessee must disburse or cause to be disbursed to Lessor its royalty on production from a particular well not later than 120 days after the end of the month of first sales of production. Thereafter, Lessee must disburse or cause to be disbursed to Lessor its royalty on production by the last day of the second month after the month in which production is sold. If not paid when due, Lessor's royalty will bear interest at the maximum lawful rate from due date until paid, which amount Lessee agrees to pay. Acceptance by Lessor of royalties that are past due will not act as a waiver or estoppel of its right to receive interest due thereon unless Lessor expressly so provides in writing signed by Lessor. The royalty payment obligations under this Lease shall not be affected by any division order or the provisions of the Section 91.402 of the *Texas Natural Resources Code* or any similar statute. Should Lessee fail at any time to pay royalty when due, Lessor may give Lessee written notice of the default, and if the default is not cured within 60 days of the notice of the default, Lessor shall have, in addition to all other remedies, the right to terminate this Lease.

(h) As used in this Lease, "affiliate" means (i) a corporation, joint venture, partnership, or other entity that owns more than ten percent of the outstanding voting interest of Lessee or in which Lessee owns more than ten percent of the outstanding voting interest; or (ii) a corporation, joint venture, partnership, or other entity in which, together with Lessee, more than ten percent of the outstanding voting interests of both Lessee and the other corporation, joint venture, partnership, or other entity is owned or controlled by the same persons or group of persons.

(i) The receipt by Lessee from a purchaser or a pipeline company of proceeds of production for distribution to Lessor will not result in Lessee acquiring legal or equitable title to Lessor's share of those proceeds, but Lessee will at all time hold Lessor's share of those proceeds for the benefit of Lessor. Notwithstanding the insolvency, bankruptcy, or other business failure of a purchaser of production from the

Land or pipeline company transporting production from the Land, Lessee will remain liable for payment to Lessor for, and agrees to pay Lessor all royalties due Lessor together with interest if not timely paid.

5. [Intentionally Deleted]

6. **Shut-in Royalty.** After the primary Term, if there is a gas well on this Lease capable of producing in paying quantities, but gas is not being sold and this Lease is not otherwise being maintained, Lessee shall pay or tender in advance an annual shut-in royalty of \$500.00 for each well from which gas is not being sold. Payment with respect to a well will be due within 90 days after the well is shut-in. Thereafter, Lessee may make shut-in payments in the same amount at annual intervals on or before the anniversary of the date the first payment is made. While shut-in royalty payments are timely and properly paid, the well for which payment is made will be considered as producing in paying quantities for all purposes of this Lease. As to each well that may be shut-in, and as to each period for which such well is shut-in, the right of Lessee to maintain this Lease in force by payment of shut-in gas royalty is limited to the period of two consecutive years and no more than four years over the life of the Lease. The obligation of Lessee to pay shut-in royalty is a condition and not a covenant. The payment or tender of shut-in royalty under this paragraph may be made by the check of Lessee mailed or delivered to the parties entitled thereto on or before the due date.

7. **Continuous Development, Retained Acreage and Cessation of Production.**

(a) If, at the expiration of the Primary Term, oil or gas is not being produced from the Land or on lands pooled therewith, but Lessee has commenced the drilling of a well to be bottomed under the Land or lands pooled therewith, the Lease will not terminate but will remain in effect for so long thereafter as operations are carried out with due diligence with no cessation of more than 60 days, and if the operations result in the production of oil or gas, the Lease shall remain in force as otherwise provided herein. For the purposes of this Lease, the term "operations" means operations for any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search for or in the endeavor to obtain production of oil or gas.

(b) If at the expiration of the Primary term Lessee is engaged in operations as defined above or shall have completed a well on such lands or lands pooled therewith within 180 days prior to the end of the Primary Term, this Lease will remain in force as to all acreage and depths as long as there is no lapse of more than 180 days between the completion of one well and the commencement of the actual drilling of another well. The commencement of actual drilling means the penetration of the surface with a drilling rig capable of drilling to the anticipated total depth of the well. After a well is commenced, drilling operations must continue in a good and workmanlike manner in a good faith effort to reach the anticipated total depth with no cessation of operations for more than 60 consecutive days. A well will be deemed to have been completed on the date of the release of the drilling rig from the drillsite. The permitted time between wells shall be cumulative so that if a well is commenced prior to the date it is required to be

commenced, the number of days prior to the date on which the well should have been commenced shall be added to the time permitted for the next well.

(c) If at any time after the expiration of the Primary Term the maximum time for the commencement of the actual drilling of a well expires without the commencement of the well, or upon the expiration of the Primary Term if Lessee is not engaged in operations as defined above and has not completed a well within 180 days prior to the end of the Primary Term, this Lease will terminate except as to the Retained Tract (defined below) surrounding any well that is then producing in paying quantities or deemed to be producing in paying quantities by virtue of payment of shut-in royalties, and as to each Retained Tract, the Lease will then terminate as to all depths below 100 feet below the stratigraphic equivalent of the base of the deepest producing formation on the Retained Tract. The Lease will be treated as a separate lease with respect to each Retained Tract and will continue so long as production in paying quantities continues from the tract. If production from a Retained Tract ceases from any cause, this Lease will terminate as to that tract unless Lessee commences operations for drilling or reworking on the tract within 60 days after the cessation of production, in which case the Lease as to that tract will continue in force as long as the operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in production, so long thereafter as there is production from the tract.

(d) As used in this Lease, the term "horizontal well" means a well that meets the definition of a "horizontal drainhole well" under Statewide Rule 86 of the Railroad Commission of Texas, and a "vertical well" is a well that is not a horizontal well. The land assigned to a well for the purposes of this section is referred to as a "Retained Tract". A Retained Tract for a well may not exceed the minimum size required to obtain a drilling permit under the well density rules adopted by the Railroad Commission of Texas for the field, or if there are no field rules that apply, the Retained Tract shall be limited to the smallest size required to obtain a drilling permit under the statewide well density rules of the Railroad Commission of Texas. A Retained Tract for a vertical well producing from the Barnett Shale formation will be 40 acres. A Retained Tract for a horizontal well may include the minimum acres permitted for a vertical well plus the additional acreage listed in the tables in Rule 86 (for fields with a Density of 40 acres or less) and must comply with the requirements of Rule 86 for minimum permitted well density, and if the well is producing from the Barnett Shale formation, the acreage of the Retained Tract shall be assigned as if well density for vertical wells is 40 acres or less. It is intended that the shape of Retained Tract will be a compact, regular shape that will provide Lessor with the maximum acreage available for oil and gas development.

(e) Within 60 days after the last to occur of the expiration of the Primary Term or continuous drilling as set forth hereinabove, Lessee must file in the county records and furnish to Lessor a document designating each Retained Tract by metes and bounds and the retained depths thereunder, and releasing all other depths and acreage, unless otherwise held. A gas well that becomes an oil well will hold only the acreage permitted for an oil well, and Lessee must file a redesignation of the Retained Tract in the Real Property Records of the county where the Land is located. If Lessee

fails to file timely a document required by this paragraph after Lessor has provided 30 days prior written notice by certified mail, then Lessor may do so, and the filing will bind Lessee.

8. **Pooling.** Lessee shall have the right to pool the Land with contiguous acreage to form pooled units for the production of oil and gas or either of them. The acreage in a pooled unit for a horizontal well shall not exceed three hundred twenty (320) acres. The Land may not be included in a pooled unit unless all of the Land is included in the unit. The unit will become effective when Lessee files in the Real Property Records where the Land is located a document describing the pooled acreage and depths for the pooled unit, and Lessee shall deliver a copy of the document to Lessor. Lessee may at its election exercise its pooling option before or after commencing operations. Operations for drilling on or production of oil or gas from any part of a pooled unit that includes land covered by this Lease shall be considered as operations on or production of oil or gas from the portion of the Land included in the pooled unit. That part of the Land included in a pooled unit will be considered to be a Retained Tract, and the provisions of this Lease that provide for termination of the Lease insofar as the Lease covers depths below the base of the deepest producing formation and other provisions relating to Retained Tracts shall apply. There shall be allocated to the Land included in the unit that prorated portion of the oil and gas, or either of them, produced from the pooled unit that the number of surface acres of the Land included in the unit bears to the total number of surface acres included in the unit. Royalties shall be computed on the portion of production allocated to the Land. Any unit formed may not be amended without the written consent of Lessor, which consent shall not be unreasonably withheld. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 7, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. The inclusion of Lessor's interest in any separate tract within this Lease shall not constitute an offer on the part of Lessor to any party who may now or hereafter have an ownership interest in the minerals or royalties in any such separate tract to pool, unitize or communitize any such interest with other interests covered by this Lease, and with respect to Lessor's interests the Land, or in any separate tract, and any other party's interest in the Land, or in any separate tracts, such interests shall remain separate ownerships with neither party having any rights, interests or ownership whatsoever in the rights, interests or ownership of the other. Any attempt by an owner of any mineral or royalty interest under a separate tract, now or hereafter, to ratify, adopt or confirm this Lease, or any provision herein contained, by any means and thereby effect a pooling, unitization or communitization of any separate tract covered by this Lease with any other interests shall by such action specifically ratify, adopt and confirm the entire contents of this Subparagraph and such attempt to effect a pooling, unitization or communitization shall be ineffective, null and void for all purposes.

9. **Offset Wells.** For purposes of this Lease, an "offsetting well" is a well that is producing oil or gas from adjacent or nearby land and is draining the Land. If an offsetting well is completed, Lessee must, within 180 days after the initial sales from the offsetting well, commence operations for the drilling of an offset well bottoming under the Land or lands pooled therewith, and must diligently pursue those operations to the horizon in which the offsetting well is producing, or at the option of Lessee: (i) execute and deliver to Lessor a release in recordable form of the acreage nearest to the offsetting well limited to the formation being produced by the offsetting well; or (ii) pay Lessor a monthly royalty equal to the royalty that would be payable under this Lease if the production from the offsetting well had come from the Land. The obligation of Lessee to either drill an offset well, release acreage or pay compensatory royalty as required above shall not apply if the acreage nearest the offsetting well is already within a pooled unit or a Retained Tract under this Lease having a well producing from the same zone or formation as the offsetting well. In the event acreage is released pursuant to (i) above, the release will cover a tract of a size and shape that will permit the drilling of a well to the producing formation and the creation of a proration unit surrounding the well in compliance with the field rules for the field in which the offsetting well is located, but if there are no field rules, in compliance with the statewide rules of the Railroad Commission of Texas. A producing well located within 330 feet of the Land will be conclusively presumed to be draining the Land.

10. **Secondary Recovery.** Lessee will not implement any repressuring, pressure maintenance, recycling, or secondary recovery operations without the prior written consent of Lessor.

11. [Intentionally Deleted.]

12. **Surface Operations – This is a no surface use or occupancy lease.** Without the prior written consent of Lessor, Lessee shall have no right to use or occupy any part of the surface of the land, except for seismic operations as described below.

13. **Assignments.** (a) Lessor is granting rights to Lessee that Lessor would not grant to others. Therefore, prior written approval of Lessor is required for any assignment or sublease of this Lease, which shall not be unreasonably withheld. Provided that, Lessor's permission shall not be required for assignments made to Chesapeake Exploration, L.L.C., or its successors in interest, or to officers, directors, and or subsidiaries of Chesapeake Energy. All assignments and subleases must require the assignee or sublessee to assume all of Lessee's obligations under this Lease. No change or division in ownership of the land, rentals or royalties however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee; and no such change in ownership shall be binding on Lessee nor impair the effectiveness of any payments made hereunder until Lessee shall have been furnished, thirty (30) days before payment is due, a certified copy of the recorded instrument evidencing any transfer, inheritance, sale or other change in ownership.

(b) Lessor has the right from time to time at Lessor's sole discretion to assign, sell, pledge, or transfer Lessor's interest in the Land in whole or in part.

14. **Force Majeure.** Should Lessee be prevented by reason of Force Majeure from complying with any express or implied covenant of this Lease (other than a requirement to pay money) or from producing oil or gas, then while so prevented: that covenant will be suspended; Lessee will not be liable for damages for failure to comply therewith; this Lease will be extended so long as Lessee is prevented from conducting drilling or reworking operations on or from producing oil or gas from the Land; and the time while Lessee is so prevented will not be counted against Lessee. "Force Majeure" means any Act of God, any federal or state law, or any rule or regulation of governmental authority, or other similar cause (other than financial reasons). This paragraph is, however, in all things subject to the limitations of time during which this Lease may be continued in force by the payment of shut-in gas royalties. The failure to obtain the action required by a municipality in order to drill a well shall not extend the term of the lease by more than twelve months.

15. **No Warranties and Proportionate Reduction.** Lessor makes no warranty of any kind with respect to title to the Land. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the Land, and Lessee assumes all risk of title failures. If Lessor owns an interest in the Land less than the entire fee simple estate, then the royalties (including shut-in royalties) payable hereunder will be reduced proportionately. Lessee, at its option, may discharge any tax, mortgage, or other lien on the Land, and in the event Lessee does so, Lessee will have the option of applying the royalties accruing to Lessor toward payment of it.

16. **Curing Defaults.** Should Lessee at any time fail to comply with its obligations hereunder regarding construction, maintenance, or repair within 30 days after receipt of written notice from Lessor, Lessor will have the right to do or have done whatever is necessary to fulfill the obligations to its satisfaction, and Lessee shall be liable to Lessor for the reasonable and necessary expenses thus incurred by Lessor, to be paid within ten days after Lessor furnishes to Lessee an itemized written statement of the expenses.

17. **Notices.** All notices will be deemed given and reports will be deemed delivered if sent by certified letter, return receipt requested, properly addressed and deposited in the United States Postal Service, postage prepaid, to Lessor and Lessee at the addresses shown above or if by courier or by Federal Express next business day delivery, upon receipt. Either party may designate a new address by proper notice to the other party.

18. **Attorney's Fees.** In the event that Lessor shall be required to employ legal counsel for the enforcement of any provision of this Lease and prevails, Lessor will be entitled to recover from Lessee reasonable attorney's fees and expenses incurred by Lessor.



19. **Indemnity.** LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, SUCCESSORS, AND ASSIGNS AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES, EXPERT FEES, AND COURT COSTS, CAUSED BY LESSEE'S OPERATIONS ON THE LAND OR LESSEE'S MARKETING OF PRODUCTION FROM THE LAND OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS BY LESSEE. AS USED IN THIS PARAGRAPH, THE TERM "LESSEE" INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING UNDER ITS DIRECTION AND CONTROL, AND ITS INDEPENDENT CONTRACTORS. LESSEE'S INDEMNITY OBLIGATIONS SURVIVE THE TERMINATION OF THIS LEASE.

20. **Dispute Resolution.** In the event of a dispute under this Lease, the parties agree to attempt to resolve the dispute through good faith mediation to be held in Fort Worth, Texas. If the mediation is not successful, the matter will be resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association at the same place. The parties shall attempt in good faith to select an arbitrator. If they are unable to agree upon a single arbitrator, each side shall select an arbitrator, and the two arbitrators selected shall select a third. A decision of two of the three arbitrators will be final and binding upon all parties.

21. **Miscellaneous Provisions.** (a) In the event this Lease expires for any reason as to all or any part of the Land, Lessee shall, within 60 days thereafter, furnish Lessor with a written, recordable release covering all of the Land or that portion of the Land to be released.

(b) Nothing in this Lease negates the usual implied covenants imposed upon Lessee.

(c) Lessee will conduct all operations hereunder in compliance with the rules of the Railroad Commission of Texas, the laws and ordinances of the City of Fort Worth, Texas, and federal and state environmental laws and regulations. Upon request by Lessor, Lessee shall furnish to Lessor copies of applications to drill, daily drilling reports, well tests, completion reports, plugging records, and production reports. All information provided Lessor is to be kept in strict confidence until such information becomes generally available to public. Lessor has the right, personally or by representative, at Lessor's cost, risk and expense, of access to the derrick floor to observe all operations on all wells bottomed out under the Land. Lessor will have the right to inspect all cores and cuttings and witness the taking of all logs and drill stem tests, and upon written request, Lessee agrees to furnish Lessor with copies of all logs and surveys taken promptly after taking them. Lessee will divulge to Lessor correct information as requested by Lessor as to each well, the production therefrom, and such technical information as Lessee may acquire. At Lessor's risk, Lessor has the right to be present when wells or tanks are

gauged and production metered and has the right to examine all run tickets and to have full information as to production and runs and to receive copies of all run tickets upon request. All such information provided Lessor shall be kept in strict confidence until such information becomes generally available to public.

(d) The term "production" means production in paying quantities. No obligation of Lessee to pay money under this Lease will be excused or delayed by reason of Force Majeure. Lessee's obligations to pay money under this Lease are to be performed in Tarrant County, Texas. Paragraph headings are used in this Lease for convenience only and are not to be considered in the interpretation or construction of this Lease. The execution or ratification by Lessor of any division order, gas contract, or any other document will not alter any provision of this Lease unless the intent to do so is expressly stated in the document. Under no circumstances may Lessee, its agents, employees, or contractors bring firearms or dogs or other animals on the Land or hunt or fish on the Land. Lessee agrees to furnish to Lessor a copy of each title opinion or report obtained by Lessee that covers all or any part of the Land together with a copy of each title curative document obtained by Lessee.

(e) Lessor shall have the right, with reasonable notice and during normal business hours, to inspect all records of Lessee relating to this Lease, operations conducted on the Lease, the sale and marketing of production from the Lease, and the payment of royalties, including the right to audit Lessee's books insofar as they relate to the foregoing.

(f) No seismic or other geophysical operations, other than vibrois seismic operations, may be conducted by Lessee. Lessee must strictly comply with all federal, state, and county regulations. Surface disturbances will be minimized to the extent reasonably possible, and at the conclusion of the operations any surface disturbances will be restored to the extent reasonably possible and any debris will be removed from the Land.

(h) This Lease is binding upon and for the benefit of Lessor, Lessee, and their respective heirs, personal representatives, successors, and assigns.

(i) Lessee may at any time, by executing and delivering to Lessor and placing of record a release or releases covering any portion of the Land, be relieved of all obligations of this lease as to the portion of the Land so surrendered except those arising or accruing prior to the execution of the Lease.

(j) At the option of Lessee, Lessor and Lessee shall execute a recordable form of memorandum of this Lease for purposes of recordation in the Real Property Records of Tarrant County, Texas. Any such memorandum shall not in any way modify any of the terms, conditions and provisions of this Lease.

Executed on the date first written above.

LESSOR:

**VERTEX ASSET PARTNERS, L.P.,**

By: VERTEX Investments, Inc.,  
General Partner

By:   
Michael J. Mallick, President

LESSEE:

**DALE PROPERTY SERVICES, LLC**

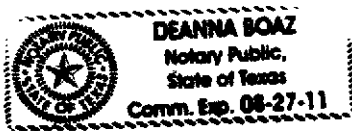
By:   
Mike Taliaferro, President

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on this 2 day of June, 2008, by Michael J. Mallick, President of VERTEX Investments, Inc., General Partner of **VERTEX Asset Partners, LP**, a limited partnership, on behalf of the Limited Partnership.

Deanna Boaz  
Notary Public, State of Texas



STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me on this 3rd day of June, ~~2008~~ 2005, by Mike Taliaferro as President of **Dale Property Services, LLC**, a Texas limited liability company, on behalf of the company.

[Signature]  
Notary Public, State of Texas

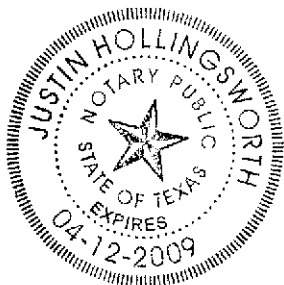
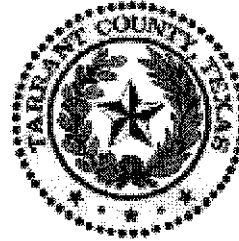


EXHIBIT "A"

Attached to and made a part of Oil and Gas Lease dated 3<sup>rd</sup> day of June, 2008  
between VERTEX ASSET PARTNERS, LP as Lessor and Dale Property Services, LLC  
as Lessee

3.7 acres of land, more or less, being all of Lot A, Block 1, of the Jim Ellis Industrial  
Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to that  
certain plat recorded in Volume 388-F, Page 397, of the Official Public Records of  
Tarrant County, Texas.



DALE RESOURCES  
2100 ROSS AVE # 1870 LB 9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 06/06/2008 08:52 AM  
Instrument #: D208214073  
LSE 14 PGS \$64.00

By: \_\_\_\_\_



**D208214073**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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